

**BEFORE THE STATE BOARD OF REGISTRATION  
FOR THE HEALING ARTS**

STATE BOARD OF REGISTRATION	)	
FOR THE HEALING ARTS,	)	
Board,	)	
	)	
v.	)	Case No.2001-004187
	)	
KAREN SIMON-LEFF, SLP	)	
	)	
Licensee.	)	

**SETTLEMENT AGREEMENT**

Karen Simon-Leff, SLP ("Licensee") and the State Board of Registration for the Healing Arts (the "Board") enter into this Agreement for the purpose of resolving the question of whether Licensee's license as a speech language pathologist will be subject to discipline. Licensee and the Board jointly stipulate and agree that a final disposition of this matter may be effectuated as described below pursuant to §621.045, RSMo 2000

1. Licensee acknowledges that she understands the various rights and privileges afforded by law, including the right to a hearing of the charges against Licensee; the right to appear and be represented by legal counsel; the right to have all charges against Licensee proven upon the record by competent and substantial evidence; the right to cross-examine any witnesses appearing at the hearing against Licensee; the right to present evidence on Licensee's own behalf; the right to a decision based upon the record by a fair and impartial administrative hearing commissioner concerning the charges pending against Licensee; and subsequently, the right to a disciplinary hearing before the Board at which time evidence may be presented in mitigation of discipline. Having been advised of these rights provided

Licensee by operation of law; Licensee knowingly and voluntarily waives each and every one of these rights and freely enters into this Agreement and agrees to abide by the terms of this document as they pertain to Licensee.

2. Licensee acknowledges that she may, at the time this Agreement is effective or within fifteen days thereafter, submit this Agreement to the Administrative Hearing Commission for determination that the facts agreed to by the parties constitute grounds for discipline of Licensee's license.

3. Licensee acknowledges that she has been informed of her right to consult legal counsel in this matter.

4. Licensee hereby waives and releases the Board, its members and any of its employees, agents, or attorneys, including any former Board members, employees, agents, and attorneys, of, or from, any liability, claims, actions, causes of action, fees, costs, and expenses, and compensation, including, but not limited to any claims for attorneys fees and expenses, including any claims pursuant to §536.087, RSMo 2000, or any claim arising under 42 U.S.C. 1983, which may be based upon, arise out of, or relate to any of the matters raised in this case or this Agreement, or from the negotiation or execution of this Agreement. The parties acknowledge that this paragraph is severable from the remaining portions of this Agreement in that it survives in perpetuity even in the event that any court of law deems this Agreement, or any portion thereof, void or unenforceable.

5. The parties stipulate and agree that the order agreed to by the Board and Licensee in Part II herein is based only on the Agreement set out in Part I herein. Licensee understands that the Board may take further disciplinary action against Licensee based on facts or conduct not specifically mentioned in this document that are either now known to the Board or may be discovered.

6. Licensee understands and agrees that the Missouri State Board of Registration for the Healing Arts will maintain this Agreement as an open record of the Board as required by Chapters 334, 610, 620, and 621, RSMo, as amended.

I.

Based upon the foregoing, the Board and Licensee herein jointly stipulate to the following:

JOINT PROPOSED FINDINGS OF FACT

1. The State Board of Registration for the Healing Arts ("Board") is an agency of the State of Missouri created and established pursuant to § 334.120, for the purpose of executing and enforcing the provisions of Chapter 334, RSMo.

2. Karen Simon-Leff, SLP, License No. 00713 ("Licensee") is licensed by the Board as a speech-language pathologist. Licensee's Missouri license was at all times relevant herein, and is now, current and active.

3. The Board conducted a continuing education audit for the reporting period of January 1, 1999 through December 31, 2000, ("1999-2000 reporting period") pursuant to

Board rules.

4. On or about May 14, 2001, Respondent was notified by the Board that she had been selected to participate in the audit, which required her to submit documentation of continuing education hours obtained for the 1999-2000 reporting period.

5. 4 CSR 150-4.052(1) requires each Licensee to biennially complete and report at least thirty (30) hours of continuing education.

6. On or about August 21, 2001, the Board received a letter from Licensee, with documentation submitted to verify Licensee's continuing education hours. The ASHA hours Licensee submitted were for the year 2001. The audit was for the continuing education hours obtained for the 1999-2000 reporting period.

7. On or about September 5, 2001, the Board mailed Licensee a second letter informing her that the documentation received was not sufficient to meet the reporting requirements for the 1999-2000 audit. The Board has not received any further documentation indicating compliance with the state statute and regulations.

8. 4 CSR 150-4.053(1)(A) requires a minimum of twenty (20) hours of the required thirty (30) hours of continuing education be obtained as follows:

- (A) "Activity approved by the American Speech-Language-Hearing Association (ASHA), the American Academy of Audiology (AAA), the American Medical Association (AMA); or courses sponsored by the Missouri Speech-Language-Hearing Association (MSHA) or the Missouri Academy of Audiology (MAA), the Department of Elementary and Secondary Education (DESE), or the Council for Exceptional Children (CEC); and/or;"

- (B) "Academic course work at a regionally accredited college or university in subject matter as specified in subsection (2)(D) of this rule."

9. Cause exists for the Board to take disciplinary action against Licensee's license under 4 CSR 150-4.052(6), which states:

- (6) Violation of any provision of this rule shall constitute misconduct, fraud, misrepresentation, dishonesty, unethical conduct or unprofessional conduct in the performance of the functions or duties of a speech-language pathologist and/or audiologist depending on the licensee's conduct. In addition, a licensee who has failed to complete and report in a timely fashion the required hours of continuing education and engages in the active practice of speech-language pathology and/or audiology without the express written authorization of the board shall be deemed to have engaged in the unauthorized practice of speech-language pathology and/or audiology and punishable as such under section 345.075, RSMo."

#### JOINT PROPOSED CONCLUSIONS OF LAW

10. Cause exists to discipline Licensee's license under section 345.065.2(5), RSMo 2000, which states in pertinent part:

2. The board may cause a complaint to be filed with the administrative hearing commission as provided by chapter 621, RSMo, against any holder of any certificate of registration or authority, permit or license required by sections 345.010 to 345.080 or any person who has failed to renew or has surrendered the person's certificate of registration or authority, permit or license for any one or any combination of the following causes:

....

(5) Incompetency, misconduct, gross negligence, fraud, misrepresentation or dishonesty in the performance of the functions or duties of any profession licensed or regulated by section 345.010 to 345.080.

11. Licensee's conduct, as established by the foregoing facts, falls within the intendments of § 345.065.2(5), RSMo 2000.

II.

JOINT AGREED ORDER

Based on the foregoing, the parties mutually agree and stipulate that the following shall constitute the order entered by the State Board of Registration for the Healing Arts in this matter under the authority of §621.110, RSMo 2000. This agreement will be effective immediately on the date entered and finalized by the Board.

A. Effective the date the Board enters into the Agreement:

1. The speech-language pathology license, No. 00713, issued to Licensee is hereby VOLUNTARILY SURRENDERED in lieu of disciplinary action. Licensee understands that this Agreement will be reported to the National Practitioner's Databank as an action in lieu of discipline.

2. Within 10 days of the effective date of this Agreement, Licensee shall return all indicia of licensure to the Board, including but not limited to, her wall-hanging license and pocket card. If Licensee is unable to locate her license, she shall execute an affidavit so stating and shall forward the affidavit to the Board within 10 days of the

effective date of this Agreement.

B. Licensee hereby waives and releases the Board, its members and any of its employees, agents, or attorneys, including any former Board members, employees, agents, and attorneys, of, or from, any liability, claim, actions, causes of action, fees costs and expenses, and compensation, including, but not limited to any claims for attorneys fees and expenses, including any claims pursuant to §536.087, RSMo, or any claim arising under 42 USC §1983, which may be based upon, arise out of, or relate to any of the matters raised in this agreement, of from the negotiation or execution of this agreement. The parties acknowledge that this paragraph is severable from the remaining portions of this agreement in that it survives in perpetuity even in the event that any court of law deems this agreement or any portion thereof void or unenforceable.

C. In consideration of the foregoing, the parties consent to the termination of any further proceedings based upon the facts set forth herein.

LICENSEE

Karen Simon-Leff 7-10-2002  
Karen Simon-Leff Date

Donna F. Hartl 7/10/02  
Donna Hartl Date  
Field, Golan & Swiger  
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Attorney for Licensee

BOARD

Tina Steinman 7/25/02  
Tina Steinman Date  
Executive Director

JEREMIAH W. (JAY) NIXON  
Attorney General

Loretta Schouten 7/15/02  
Loretta Schouten Date  
Assistant Attorney General  
Missouri Bar No. 52290

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Attorneys for Board

EFFECTIVE THIS 25 DAY OF July, 2002.